

**RESOLUTION NO. 2013-06**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA,  
ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN  
INTERGOVERNMENTAL AGREEMENT WITH THE SEDONA-OAK CREEK JOINT  
UNIFIED SCHOOL DISTRICT NO. 9 FOR USE OF THE SEDONA COMMUNITY  
SWIMMING POOL**

WHEREAS, two or more public agencies may enter into an intergovernmental agreement pursuant to A.R.S. 11-952.A, and

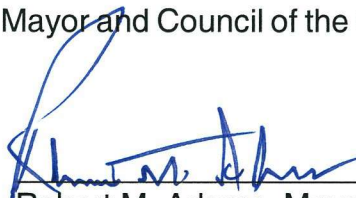
WHEREAS, the City of Sedona ("Sedona") and the Sedona-Oak Creek Joint Unified School District No. 9 ("District") have determined that it would be in their best interests to enter into an intergovernmental agreement regarding the use of the Sedona Community Swimming Pool at Posse Grounds Park, and

WHEREAS, Sedona has reviewed the terms of the proposed agreement for use of the community swimming pool, and determined that it qualifies as an intergovernmental agreement under ARS 11-952.B,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, THAT:

The City of Sedona, through its Mayor and Council, hereby approves intergovernmental agreement between the City and the District for the use of the Sedona Community Swimming Pool at Posse Grounds Park, and authorizes the Mayor to execute said agreement.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 26<sup>th</sup> day of March, 2013.

  
\_\_\_\_\_  
Robert M. Adams, Mayor

ATTEST:

  
\_\_\_\_\_  
Susan L. Irvine, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mike Goimarac, City Attorney

**INTERGOVERNMENTAL AGREEMENT WITH THE SEDONA-OAK CREEK JOINT  
UNIFIED SCHOOL DISTRICT NO. 9 FOR OPERATION AND MAINTENANCE OF  
THE  
SEDONA COMMUNITY SWIMMING POOL**

THIS AGREEMENT, made and entered into this 26<sup>th</sup> day of March 2013, by and between the CITY OF SEDONA, Arizona, a municipal corporation of the State of Arizona, hereinafter called the "City," and the SEDONA-OAK CREEK UNIFIED SCHOOL DISTRICT NO. 9, a political subdivision of the State of Arizona, hereinafter called the "District," as follows:

WHEREAS, the District owns the Sedona Community Swimming Pool ("Pool"), located near Posse Grounds Park within the City, and

WHEREAS, the parties wish to renew the Agreement and allow the City to continue to be responsible for the operation, control and maintenance of the Pool, under the following terms and conditions, and pursuant to the policies and regulations of the District.

WHEREAS, the parties are empowered to enter into this Agreement pursuant to A.R.S. § 11-952.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to each other, it is hereby agreed as follows:

1. *Obligations of the District.* The District shall:
  - a. Allow use of the Pool for programs to be sponsored and programmed by the City through the Parks and Recreation Division.
  - b. Provide parking and patron access to the Pool. During non-school seasons, the District will remove any District vehicles from the parking spaces located near the entrance of the pool.
  - c. Promptly notify the City of any evidence of vandalism or mechanical malfunctioning of the Pool or surrounding facilities.
  - d. Promptly notify the City of construction projects or other District events which will affect the scheduling and use of the Pool.
  - e. In the interest of safety, the District shall adhere to all rules and regulations as set forth by the City Parks and Recreation Division.
  - f. During the High school swim season the District will pay \$32.75 per hour for the use of the pool.

- g. Manage the upkeep of grounds maintenance outside of the pool perimeter fence with the exception of the landscaped front entrance into the pool, which will be the responsibility of the City.
  - h. Reasonably consider monetary support for Capital Projects involving the Pool facility.
  - i. Monitor and log the utility meters.
2. ***Obligations of the City.*** The City will have the following responsibilities:
- a. Pay all Pool management, operations, and maintenance expenses.
  - b. Prior to June 30<sup>th</sup> each year, the City and District will meet to determine HS Swim schedule as a priority program.
  - c. Pay utility expenses to the District.
  - d. Promptly notify the District of any evidence of vandalism, mechanical malfunctions that result in extended pool closures, or any event requiring outside safety personnel at the Pool or surrounding facilities.
  - e. All city/ pool employees and volunteers will be fingerprinted as required by the City and district policy.
  - f. Retain discretion to pass along the cost of chemicals, staff, and utilities to individuals and groups utilizing the Pool for non-City sponsored programs. Retain discretion to pass along the cost of staff to District sponsored events.
3. ***General Provisions.*** The parties will jointly review the capital improvements and costs involved in maintaining the Pool and adjacent facilities in a safe and working condition. The real property and fixtures which are the subject of the Agreement shall remain the property of the District. All items purchased for the benefit of city sponsored programs shall remain the property of the City. These items include but are not limited to: water aerobics equipment, swim lesson equipment, bleachers, deck chairs and stereo equipment. Funding for this agreement will be determined by budgeted appropriations by the governing body of each party.
4. ***Term.*** The term of this Agreement shall be for a period of three (3) years, beginning upon execution by the parties and filing with the County Recorder pursuant to ARS 11-952.G, and terminating on March 26, 2016. The parties may, by mutual agreement, agree to extend the Agreement for one (1) additional period of not less than one (1) year.



5. *Conflict of Interest.* Pursuant to ARS § 38-511, the parties may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of that party is, at any time while the Agreement or an extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity, or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.
6. *Indemnification and Insurance.* Each party agrees to indemnify the other for any and all claims, expenses and damages arising out of the Agreement and the use of the Pool by the District, and the use, maintenance, and operation of the Pool by the City. They each agree to provide proof of liability insurance in the amount of not less than one million (\$1,000,000), naming the other party as an additional insured, and issue a certificate of insurance. Written notice shall be provided to the other party at least thirty (30) days prior to cancellation of the insurance, and failure to renew the coverage may be deemed by the additional insured as grounds for termination of the agreement for cause.
7. *Notice.* Notice concerning the application and interpretation of the Agreement shall be provide in writing by mail, FAX, or email to the following representatives or their successors:

For the City

Tim Ernster, City Manager  
City of Sedona  
102 Roadrunner Drive  
Sedona, AZ 86336

For the District

Dave Lykins, Superintendent  
Sedona-Oak Creek Joint  
Unified School District No. 9  
225 Brewer Road  
Sedona, AZ 86336

8. *Termination and Reimbursement Schedule.* This Agreement may be terminated by either party with or without cause by providing ninety (90) days' written notice.

CITY OF SEDONA, a municipal corporation of the State of Arizona

By: 

Mayor

Dated: 3-28-13


ATTEST:



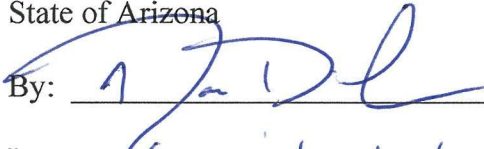
City Clerk

Dated: 3-28-13


Pursuant to A.R.S. § 11-952(D), the undersigned City Attorney has determined that this Agreement is in proper form and within the powers and authority granted under the laws of the State of Arizona to the City of Sedona.

 Dated: 3-27-13  
City Attorney

THE SEDONA-OAK CREEK UNIFIED SCHOOL DISTRICT, a political subdivision of the State of Arizona

By:  Dated: 3/4/13  
Its: Superintendent

ATTEST:

 Dated: 3/4/13

Pursuant to A.R.S. § 11-952(D), the undersigned attorney as counsel for the Sedona-Oak Creek Unified School District has determined that this Agreement is in proper form and within the powers and authority granted under the laws of the State of Arizona to the District.

Ben Hufford /sc Dated: Approved 2/28/13  
Counsel for the Sedona-Oak Creek Unified  
School District